



REQUESTER ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 19____,
between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT, herein called "seller" and _____
_____, herein called "buyer".

WHEREAS, buyer desires to purchase information from seller's records, it is agreed
that the seller will furnish said information as soon as possible after receipt of request,
except that seller may elect to cease furnishing said information for other reasons required
by law or regulation, and

IT IS FURTHER AGREED that the buyer will not use any information or portions of
information acquired under the provisions of this contract for any purpose not listed in the
Statement of Uses below without prior approval in writing by seller and that buyer will not
sell, assign, or otherwise transfer any of the information or portions of information acquired
under the provisions of this contract to any other person except as provided below. For
breach of this condition, the seller may elect to cancel this contract immediately upon
notice to the buyer.

Statement of Uses

EXCEPTION to prohibition against resale: Buyer may not sell, assign or otherwise transfer information obtained from the seller's records pursuant to this contract to any other person(s) (hereafter "transferee") without seller's prior written approval. Both buyer and transferee must agree, in writing, that:

1. In obtaining information from the records of the seller, transferee is acting as the agent of the buyer.
2. Neither transferee nor buyer will use the information or portions of information obtained pursuant to this contract for any purpose other than those listed in the Statement of Uses, above.
3. Neither buyer nor transferee will sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this contract to any other person.

Breach of any of the above conditions shall give cause to the seller to terminate this contract, with notice, and forever-after, discharge said seller from any and all liabilities and obligations imposed hereunder.

IT IS FURTHER AGREED that buyer will place an initial advance deposit with the seller, of not less than \$250 to cover the seller's estimated cost for processing subsequent individual requests, including salaries and wages, operating expenses and equipment. Current information service costs are \$25 for Informal Title Search and \$35 for Formal Title Search per record. Payment must be in the form of a negotiable check or money order and must reach the seller before delivery of information.

IT IS FURTHER AGREED that buyer will maintain a level of advance deposit sufficient to cover the services requested from seller.

BUYER AGREES to comply with the provisions of Title 15, U.S.C., Sections 1681 to 1681 (t) (Credit Reporting Agencies), if these sections are applicable to the buyer's business and method of operation.

THE BUYER agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any transferee in connection with information obtained from seller's records.

Except for the election of seller to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until cancelled by either party upon thirty (30) days written notice to the other.

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____

Title: _____

Co. Name: _____

By: _____

Title: _____

Address: _____

Phone No.: _____

Fax No.: _____

List of Authorized Employees
(Please Print)
